

# REORGANIZATION PLAN SUBMITTAL SHEET

(Each municipality in a School Union must be indicated separately.)

School Administrative Units Included in <b>APPROVED</b> Notice of Intent	School Administrative Units Submitting Reorganization Plan
Manchester School Department	Manchester School Department
Mount Vernon School Department	Mount Vernon School Department
Readfield School Department	Readfield School Department
Wayne School Department	Wayne School Department
CSD #10	CSD #10

## Contact Information:

RPC Chair

Name: Stan Davis  
 Address: 409 N. Wayne Rd.  
Wayne, ME 04284  
 Telephone: 207-685-9639  
 email: standavis@yahoo.com

Date Plan Submitted: February 12, 2009

Proposed RSU Operational Date: July 1, 2009

<u><i>Larry Kelley</i></u> Board	02/12/09	Manchester School Department
Signature/Title	Date	SAU
<u><i>Mr. Kelly</i></u> Chair	02/12/09	Mount Vernon School
Signature/Title	Date	Department
		SAU
<u><i>Mount Vernon</i></u> Chair	02/12/09	Readfield School Department
Signature/Title	Date	SAU
<u><i>Laura Spalding</i></u> Chair	02/12/09	Wayne School Department
Signature/Title	Date	SAU
<u><i>Mr. Kelly</i></u> V. Chair	02/12/09	CSD #10
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU

## Reorganization Plan Cover Sheet

(Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier <sup>1</sup>	Need Assistance <sup>2</sup>
3.A(1)	SAUs included in RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

<sup>2</sup> Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development							
Law Reference Item Number Sub-Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier <sup>3</sup>	Need Assistance <sup>4</sup>
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception <sup>5</sup> )		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(2)	Comprehensive programming for all students grades K - 12.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Includes at least one publicly supported high school		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(3)	Consistent with policies set forth in section 1451		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(4)	No displacement of teachers		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No displacement of students		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-26, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and noninstructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program <sup>6</sup>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collaborative Agreements							
						Yes	No
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)						<input checked="" type="checkbox"/>	<input type="checkbox"/>

### Exceptions to 2,500 minimum

Actual number of students for which the SAU is fiscally responsible: 1400

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>3</sup> Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

<sup>4</sup> Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

<sup>5</sup> Please note in the *Exceptions to 2500 minimum* section on next page

<sup>6</sup> This requirement is only for those who plan to be operational as an RSU in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

**Explanation of Barriers –**

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier

**Assistance Needs –**

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?
conversation w/Norm Higgins	Curriculum Assessment	DOE consultants (Mary Jane McCalom
conversation w/Norm Higgins	Consolidation of financial accounts and software	ADS

**Maranacook Area School District**  
**School Union 42/CSD 10**  
**A Caring School Community Dedicated to Excellence**

REC'D FEB 12 2009

Richard A. Abramson  
Superintendent of Schools

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Tel. (207) 685-3336  
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Lewis Collins  
Assistant Superintendent/  
Special Education Director

(207) 685-4372  
(207) 685-9458

February 12, 2009

Susan A. Gendron  
Commissioner  
Maine Department of Education  
State House Station #23  
Augusta, ME 04333-0023

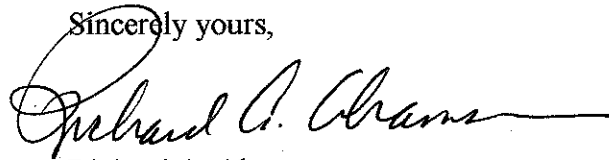
Dear Commissioner Gendron:

Enclosed you will find the revised reorganization plan for Regional School Unit #42. In addition, please be advised that:

1. The Transition Team is hoping the Department will assign number 42 to our new RSU.
2. The Transition Team for School Union #42 has hired Richard A. Abramson as Interim Secretary.
3. The elections for the RSU #42 Board will be held on April 14, 2009.
4. The Office for the RSU #42 will be at 45 Millard Harrison Drive, Readfield, Maine 04355 (current School Union #42 administrative office).
5. The Transition Team anticipates the first meeting of the RSU #42 Board of Directors will be on or about April 27, 2009.

Please let me know if you require additional information.

Sincerely yours,



Richard A. Abramson  
Superintendent of Schools and  
RSU #42 Interim Secretary

RAA/df  
Enc.

# REORGANIZATION PLAN

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SAU Submitting: Town of Manchester, a municipal school unit;  
Town of Mount Vernon, a municipal school unit;  
Town of Readfield, a municipal school unit;  
Town of Wayne, a municipal school unit; and  
Community School District 10

Contact Information: Richard Abramson, Interim Secretary

Date Submitted by SAU: February 12, 2009

Proposed RSU Operational Date: July 1, 2009

## Preamble

We believe that these principles of school governance and financing are central to the efficient and productive operation of school systems:

- 1) Local schools are a central element of the identity of Maine communities. They should be preserved, and should continue to function as community centers after consolidation. It is important, therefore, that there continue to be schools that are strongly identified with their communities, such as Manchester Elementary School, Mt. Vernon Elementary School, Readfield Elementary School, Wayne Elementary School, and Maranacook Middle and High Schools.
- 2) Local communities should continue as stewards of their schools by having influence over the money spent for education and being able to invest additional community resources to make their local schools high functioning and unique.
- 3) We must consolidate administrative and other operational functions so that scarce taxpayer resources can be concentrated on providing students with a high quality education.
- 4) Our school system accepts all students and provides all students within the system with the best education possible so that each has the opportunity to be a valued, contributing member of our society.

Statutory Citations: Citations to "Section" (e.g., "Section XXXX36") refer to the school reorganization law, P.L. 2007 Ch. 240, unless otherwise indicated.

**1) The units of school administration to be included in the proposed reorganized regional school unit.**

The proposed regional school unit includes the following school administrative units:

- a. Town of Manchester, a municipal school unit;
- b. Town of Mount Vernon, a municipal school unit;
- c. Town of Readfield, a municipal school unit;
- d. Town of Wayne, a municipal school unit; and
- e. Community School District 10.

**2) The size, composition and apportionment of the governing body;**

**3) The method of voting of the governing body<sup>1</sup>**

The regional school unit board shall be composed of thirteen members. Each municipality in the RSU shall elect the following number of its residents to serve on the Board and their votes shall be weighted as follows:

<u>Municipality</u>	<u>Population</u>	<u>Board Members</u>	<u>Votes Per Board Member</u>	<u>Total</u>
Manchester	2548	4	80.25	321
Mt. Vernon	1655	3	69.67	209
Readfield	2553	4	80.50	322
Wayne	1178	2	74.00	148
Total	7934	13		1000

Each board member shall serve a 3-year term, except that the initial terms of the members of the first regional school unit board shall be staggered as provided by Section XXXX-40. The weighing of the votes shall be adjusted as allowed by law. The voting power of any one member may not exceed by more than 5% the percentage of voting power the member would have if all 1000 votes were apportioned equally among all members.

The initial board members shall be elected as follows:

Manchester: two members shall be elected for a one-year term, one member for a two-year term and one member for a three-year term;

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<sup>1</sup> The numbering of sections is intended to conform to the DOE consolidation checklist. In this instance, the subject areas of Section 2 and Section 3 are combined.



Mt. Vernon: one member shall be elected for a one-year term, one member for a two-year term and one member for a three-year term ;

Readfield: one member shall be elected for a one-year term, two member for a two-year term and one member for a three year term;

Wayne: one member shall be elected for a two-year term one member for a three-year term..

#### **4) The composition, powers and duties of any local school committees to be created**

- a) Local school committees are to be created for the benefit of the local elementary school in the following municipalities, and each shall have the composition indicated. The RSU Board of Education will be recognized as the only official governing body that will be empowered to make decisions for the RSU, as defined by law.

<u>Town</u>	<u>Local School Committee Composition</u>
Town of Manchester	3 or 5 members
Town of Mt. Vernon	3 or 5 members
Town of Readfield	3 or 5 members
Town of Wayne	3 or 5 members

- b) The local school committee members shall be elected in accordance with the procedures applicable to the election of school committee members in municipal school units. A person may be a member of both the RSU board and local school committee.
- c) To the extent permitted by law, the powers and duties of the local school committees are as follows:
- i) They shall maintain communication with the local community and the RSU Board of Education;
  - ii) They shall aid and advise the RSU Board of Education with regard to local elementary school (pre-kindergarten through grade 5) needs.
  - iii) They shall aid and advise the local elementary school principal in determining those needs and budget items unique to the local elementary school.
  - iv) They may adopt additional courses of study at local expense in accordance with 20-A M.R.S.A. §1001(6) provided the courses of study are not in conflict with the core curriculum adopted by the RSU.

- v) They shall present to the RSU board a proposed budget for the local school in accordance with 20-A M.R.S.A. §1485 (using the 11 cost centers). The proposed local school budget must be submitted in time to be included in the RSU budget.
- vi) They shall submit to the municipal officers any proposed expenditures for the local school that are not included in the budget for the regional school unit to be separately appropriated by the municipality.
- vii) They shall submit proposals for school renovations and school construction projects to the regional school unit for approval in accordance with applicable law. They shall consult with the regional school unit board regarding school construction projects and renovation projects for their schools.
- viii) They may accept and expend gifts in accordance with 20-A M.R.S.A. § 1476(6), subject to central administration and accounting.
- ix) They may adopt rules and policies that govern their schools which are consistent with the rules and policies of the regional board.
- x) Through the municipal officers, the local school committee may submit to the voters of the municipality an article for the voters of the municipality to determine whether the local school committee should be eliminated or an article to curtail or eliminate one or more of its powers and duties.

## **5) Real Property and Fixtures**

### **a) Real Property**

- i) Except as listed below, all real property interests, including without limitation land, buildings, other improvements to realty, easements, option rights, first refusal rights, and purchase rights, and all fixtures, of the school administrative units and of any school unions of which they are members shall be property of the region. The regional school unit board may require such deeds, assignments or other instruments of transfer as in its judgment is necessary to establish the region's right, title and interest in such real property and fixtures
- ii) The following real property interests and associated fixtures shall not be transferred:
  - (1) The Mount Vernon cemetery, ball fields and associated property; and
  - (2) The Manchester playground, ball fields and associated property.

**b) Personal Property**

All other school personal property, including movable equipment, furnishings, textbooks and other curriculum materials, supplies, inventories, software, leases, licenses and right of use, records, and contract rights including transportation, maintenance and uniform contracts shall become property of the region as successor of the SAUs, except as listed below.

The parties acknowledge that there may be personal property on school grounds which does not belong to the SAU nor its municipality. Nothing in this plan shall affect the ownership of said property, which shall not be transferred to the RSU.

The regional school unit board may require such assignments, bills of sale or other instruments of transfer as in its judgment is necessary to establish the region's right, title and interest in such personal property.

**c) Agreements to Share or to Jointly Own Property**

In cases where real or personal school property is shared or is jointly used by an SAU with a municipality or other party, the regional school unit shall be the successor in interest to the SAU, unless that shared or jointly used property has been excepted in the above list of excepted real property or, as applicable, the above list of excepted personal property.

**d) Disposition of Property**

In the event of a school closure pursuant to 20 MRS 4102-A, or in the event that personal property is deemed unnecessary or unprofitable to maintain by the governing body of the regional school unit, said property must be offered (without consideration paid) to the municipality which transferred the real or personal property to the regional school unit prior to any alternate disposition.

**6) The disposition of existing school indebtedness and lease-purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations**

**a) Bonds, Notes and Lease Purchase Agreements That the Region Will Assume**

The region shall assume liability to pay the bonds, notes and lease purchase agreements set forth in the attached Exhibit 6-A.

Additionally, other bonds, notes and lease purchase agreements issued by an SAU before the operative date of the region shall be assumed by the region, provided the SAU issued the bond, note or lease purchase agreement in the normal course of its management of the schools for an essential purpose to replace its existing facilities and existing items of equipment that are not longer serviceable or to keep them in normal operating condition.

**b) Bonds, Notes and Lease Purchase Agreements That the Region Will Not Assume**

Pursuant to 20-A M.R.S.A. § 1506(4), the region does not assume the bonds, notes and lease purchase agreements set forth in the attached Exhibit 6-B, which shall continue to be paid by the original members of the SAU indicated, and the region shall serve as fiscal agent for the SAU for that purpose.

**c) Defaulted Debt is Excluded from Being Assumed**

Notwithstanding anything in this Plan to the contrary, except where legally required to do so, the region will not assume any bond, note or lease purchase agreement as to which the SAU is in breach or has defaulted.

**d) Other Debt Not Assumed**

Except as provided in this section of the Plan, the region will not assume liability for any bonds, notes or lease purchase agreements issued by an SAU prior to the operative date of the region.

**7) The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations**

**a) School Personnel Contracts**

A list of all written individual employment contracts to which each of the existing SAUs is a party is attached as Exhibit 7-A. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date, and their contracts shall be assumed by the RSU on the operational date. This provision does not prevent the existing SAUs from terminating or nonrenewing the contracts of employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU.

A list of all employees of the existing SAUs who do not have written individual employment contracts is attached as Exhibit 7-B. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date. This provision does not prevent the existing SAUs from terminating employment of the employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU.

The duties and assignments of all employees transferred to the RSU shall be determined by the Superintendent of the RSU or his/her designee.

### **b) School Collective Bargaining Agreements**

The following collective bargaining agreements to which the SAUs are a party shall be assumed by the regional school unit board as of the operational date:

<b>SAU</b>	<b>Positions Included in the Bargaining Unit</b>	<b>Next Termination Date<sup>2</sup></b>
<b>Manchester</b>	<b>Teachers</b>	<b>August 31, 2011</b>
<b>Mt. Vernon</b>	<b>Teachers</b>	<b>August 31, 2011</b>
<b>Readfield</b>	<b>Teachers</b>	<b>August 31, 2011</b>
<b>Readfield</b>	<b>Support Staff</b>	<b>August 31, 2011</b>
<b>Wayne</b>	<b>Teachers</b>	<b>August 31, 2011</b>
<b>CSD 10</b>	<b>Bus Drivers</b>	<b>August 31, 2011</b>
<b>CSD 10</b>	<b>Teachers &amp; Support Staff</b>	<b>August 31, 2011</b>

All of the employer's rights and responsibilities with respect to collective bargaining shall be fully assumed by the regional school unit board as of the operational date.<sup>3</sup>

### **c) Other School Contractual Obligations**

A list of all contracts to which the existing SAUs are a party and that will be in effect as of the operational date is attached as Exhibit 7-C. The RSU shall assume the contracts as of the operational date as indicated on said exhibit. The responsible SAU Board and superintendent shall seek to terminate or negotiate for termination of the contracts prior to the operational date, as indicated on said exhibit.

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<sup>2</sup> Many of the contracts expired on August 31, 2008. They are in the process of being renegotiated, but continue in full force and effect on the same terms until a successor contract is approved. It is expected that the negotiations will be complete prior to the effective date of consolidation (July 1, 2009) and the successor contracts will be honored by the RSU.

<sup>3</sup> *Note amendment affecting transferred employees: PL 2008, Ch. 668 includes a provision describing what happens when an employee is transferred from one bargaining unit for a previous school administrative unit to another bargaining unit that has a different contract after the operational date. The law provides that the transferred employee will be covered by the contract for the bargaining unit to which the employee is transferred, except that the employee's wage or salary and health insurance benefit may not be reduced, and the employee may not be required to change health insurance plans if the two bargaining units' contracts provide for different health insurance plans. See PL 2008 Ch. 668, Sec. 6.*

**8) The disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes**

**a) Existing Financial Obligations**

Pursuant to Section XXXX-36(5) the disposition of existing financial obligations is governed by this plan. Existing financial obligations shall include the following:

- i) all accounts payable;
- ii) to the extent not included as accounts payable, any financial obligations which under generally accepted accounting principles would be considered expenses of the SAU for any year prior to the year the RSU becomes operational, whether or not such expenses were budgeted by the SAU in the year the obligations were incurred, including for example summer salaries and benefits; and
- iii) all other liabilities arising under generally accepted accounting principles that can be reasonably estimated and are probable.

Each SAU shall satisfy its existing financial obligations from all legally available funds. If an SAU has not satisfied all of its existing financial obligations, the SAU shall transfer sufficient funds to the region to satisfy its remaining existing financial obligations, and the regional school unit board shall be authorized to satisfy those existing financial obligations on behalf of the SAU. If the SAU does not transfer to the region sufficient funds to satisfy its existing financial obligations, then to the extent permitted by law, the regional school unit board may satisfy those obligations from balances that the SAU transfers to the region. If the available balances transferred are insufficient to satisfy the SAU's existing financial obligations, or are not legally available for that purpose, the regional school unit board may take any action permitted by law so that all of the municipalities of the region are treated equitably with respect to the unsatisfied existing financial obligations of an SAU. For example, to the extent permitted by law, the regional school unit board may satisfy the unpaid existing financial obligations of an SAU in the same manner and with the same authority as for unassumed debt under the provisions of 20-A M.R.S.A. § 1506(4).

Additionally, to the extent permitted by law, if in the judgment of the regional school unit board it must raise funds from all its members to satisfy existing financial obligations of an SAU, the regional school unit board also shall be authorized to raise additional amounts for the purpose of making equitable distributions (which may be made in the form of credits against assessed local shares of the region's approved budget) to those region members that would otherwise bear costs attributable to unsatisfied existing financial obligations of an SAU for which they had no financial responsibility. The intent of the preceding sentence is that financial responsibility for

unsatisfied existing financial obligations of an SAU be borne by its members and not by the other members of the region.

**b) Remaining Balances**

The balance remaining in the SAU's school accounts after the SAU has satisfied existing financial obligations in accordance with this plan shall be paid to the treasurer of the regional school unit, verified by audit and used to reduce that SAU's contribution as provided by Section XXXX43(4). Unless the Legislature otherwise provides, in the case of a school administrative district, community school district or other regional school district (collectively, "district"), the school board of the district shall specify in writing to the regional school unit board how the region shall allocate transferred remaining balances between district members. Unless the Legislature otherwise provides, if the district board has not specified in writing to the regional school unit board how this allocation shall occur, then the transferred remaining balances shall be credited to the district's members in proportion to their respective shares of that portion of the total local costs of the region allocable to all of the district's members for the operational year.

Transfers of remaining balances may occur within the period specified by Section XXXX-43(4), or, as may be preferable in the case of a district, at any time before the district has closed its accounts and ceased normal operations.

**c) Reserve Funds**

SAUs shall transfer remaining balances of reserve funds (including summer salary reserve funds) to the regional school unit. Unless otherwise provided by applicable law, a transferred reserve fund shall be used in accordance with its original purpose to benefit a school or schools of that SAU. Transferred reserve funds shall be subject to Title 20-A M.R.S.A. § 1491, except that the transfer of funds in a reserve fund or a change in purpose of the fund may only occur in such manner that the funds continue to benefit the members of the SAU that transferred that reserve fund to the region.

**d) Scholarship Funds**

SAUs shall transfer remaining balances of scholarship funds to the region. Scholarships shall be limited to the original pool of potential recipients unless otherwise provided by the donor or by applicable law.

**e) Trust Funds**

SAUs shall transfer trust funds to the region. The regional school unit board shall be deemed the successor trustee for all purposes, except as provided by the trust or by applicable law.

**9) A transition plan that addresses the development of a budget for the first school year of the reorganized unit and interim personnel policies**

**a) The Plan's Guiding Principle: to Minimize Disruption during School District Reorganization**

A guiding principle of the Plan is to ensure that the reorganization of the Union #42/CSD#10 into the RSU minimizes as much as possible any disruption to the schools' educational programs.

The RSU will establish a Transition Team to facilitate the reorganization of the seven school administrative units into a single regional school unit prior to the formation of the RSU Board. Once the voters of the CSD #10 communities have approved the formation of the RSU, the RSU Reorganization Planning Committee will be dissolved and the Transition Team will be activated. The Transition Team will be dissolved at the time the RSU Board is formed.

**b) The timetable for adoption and implementation of the reorganization Plan is as follows:**

- i) Fall 2008: Submit final reorganization Plan to form the RSU to the Department of Education;
- ii) December 2008/January 2009: The Union#42/CSD #10 Boards appoint representatives to the RSU Transition Team;
- iii) January 2009: The Reorganization Plan to form the RSU is submitted by referendum to the voters of the Union #42/CSD #10 communities. Upon a successful vote to form the RSU, the Reorganization Planning Committee shall be dissolved and the RSU Transition Team shall be activated.
- iv) Spring 2009: RSU Board members are elected;
- v) Spring 2009: the RSU Board holds its first organizational meeting and elects interim officers. Once the Board elects interim officers, the RSU Transition Committee is dissolved.
- vi) Spring 2009: The Board hires a superintendent, consolidates policies and procedures, develops the RSU Budget for FY 2009-2010;
- vii) Spring 2009: Referendum Validation Process for the RSU Budget, FY 2009-2010;
- viii) July 1, 2009: the RSU is operational.

**c) Transition Plan for the RSU, from FY 2008-2009 to FY 2009-2010**



- i) RSU Transition Team: After the RSU Reorganization Plan is approved by the Department of Education and before it is voted on by the voters, the SAU Boards shall meet in joint session to select a Transition Team, which shall consist of one voting representative (with alternate) of each board. The superintendents and business managers shall be non-voting members of the Transition Team.
- ii) The Transition Team shall be activated only if the RSU Plan is approved by the voters. The mission of the Transition Team is to begin work immediately to facilitate the reorganization of the seven school administration units into a single regional school unit prior to the formation of the RSU Board. Such activities shall include the following:
  - (1) Elect an interim secretary to conduct the election of the RSU Board of Directors.
  - (2) Make arrangements for interim office space for superintendent and central office staff.
  - (3) Identify vacancies and prepare advertising/recruiting materials for RSU superintendent.
  - (4) Identify RSU appointments that are mandated by law and prepare appointment materials for the superintendent.
  - (5) Examine all contracts and make preparations (a) to transfer them to the RSU; or (b) to terminate them, as appropriate.
  - (6) Identify options for implementation of a single student information system for the RSU.
  - (7) Identify banking needs for the RSU and prepare bids.
  - (8) Identify insurance needs for the RSU and prepare bids.
  - (9) Identify options for a financial software package for the RSU and prepare for conversion/licensing of software.
  - (10) Identify federal government and IRS issues
    - (a) Get new tax ID numbers
    - (b) Work on new “218” agreement and /or investigate carrying in the old “218’s”
    - (c) Get FCC ID number re-identified for RSU
    - (d) Get FCC licenses for RSU radios
    - (e) Get identity number from School/Libraries Division

(f) Other issues as identified.

(11) Identify state government issues

(a) State tax exempt number

(b) Fuel reimbursement

(c) State Retirement number and key contact person

(d) Address Maine PERS issues if any of RSU's SAUs is a "Participating local district"

(e) Change name on state licenses for elevators, boilers, kitchens, etc.

(f) Prepare bids for audit of all SAU's prior year.

(12) Other activities that the Transition Team deems necessary to facilitate the reorganization.

iii) In order to complete the above tasks, the Transition Team shall be authorized to incur expenses in accordance with subparagraph (3) below. The Transition Team shall make arrangements with one of the RSUs' member SAU's to serve as the fiscal agent for the team.

iv) The Transition Team shall be dissolved upon the initial convening of the transitioning the RSU Board (see below).

v) The Transition Team shall not adopt or enact school policies for the RSU Schools or otherwise usurp the responsibilities of the Board.

**d) The RSU Board**

The RSU Board of Directors shall establish interim rules of procedure and shall elect interim officers who shall serve until officers are elected at a meeting following the operational date of the District.

i) The RSU Board shall select a Superintendent of Schools in accordance with Section 1051 of Title 20-A. During the interim period, the salary, office and other expenses of the Superintendent, as well as the cost of the RSU Board, including insurance, shall be allocated to the SAUs as provided below.

ii) The RSU Board shall propose and approve a recommended budget in accordance with 20-A M.R.S.A. §1482 for the first operational year for submission to voters of the District. The budget format, approval procedures and assessments for the District's first operational year budget shall be in accordance with 20-A M.R.S.A. §§ 1482-1489. The RSU Board shall have all necessary authority for those purposes.

This shall be considered the first year of use of the budget validation referendum process for purposes of determining the continued use of the budget validation referendum process every three years pursuant to Section 1486(l).

- iii) The RSU Board shall be authorized to take all other actions and shall have all other authority provided under State law to prepare for the RSU to become operational on July 1 of the first operational year, and to file applications for school construction projects and revolving renovation fund loans and other available funding.

**e) Transitional Financing**

The Transition Team and the RSU Board shall be authorized to open and maintain accounts and to incur expenses not to exceed \$20/student (including expenses incurred by the Transition Team), to be assessed to the RSU's member SAUs in accordance with the average of their most recent April and October resident pupil counts.

**f) Transition Plan for Personnel and Other Policies**

All personnel and other policies existing in the previous Union#42/CSD#10 schools shall continue to apply (and with the personnel policies, to the same employment positions) after they become part of the RSU until such time as the RSU Board and Superintendent develop and adopt District-wide policies in accordance with applicable law, for application after the District's operational date.

**g) Election of the initial RSU Board (20-A M.R.S.A. § 1472-A)**

The election of the initial RSU Board shall occur in accordance with 20-A M.R.S.A. § 1472-A

**h) Transitional powers and duties of the initial RSU Board (20-A M.R.S.A. § 1461-A)**

The initial RSU Board shall have all of the transitional powers and duties provided by 20-A M.R.S.A. §1461-A.

**10) Documentation of the public meeting or public meetings held to prepare or review the reorganization plan.**

Minutes of the following public meeting(s) held to prepare or review the reorganization plan were:

Date of Public Meeting	Time	Location
November 14, 2007	6:30 p.m.	Maranacook Community School
November 29, 2007	6:30 p.m.	Winthrop High School
July 22, 2008	6:30 p.m.	Winthrop Town Hall
July 24, 2008	6:30 p.m.	Maranacook Community School
Others to be determined after MDOE approval of plan		

**11) An explanation of how units that approve the reorganization plan will proceed if one or more of the proposed members of the regional school unit fail to approve the plan.**

If one or more of the proposed members of the region fail to approve the plan, the SAUs that approve the plan shall proceed as follows:

If despite rejection by one or more proposed members of the region, the plan is approved by each of the applicable school administrative units pursuant to Section XXXX-36(9), the plan is approved for all proposed members of the region in accordance with Section XXXX-36(9). For the purpose of this vote, there are only three voting school administrative units: Fayette, Winthrop, and Maranacook CSD #10 (Manchester, Mt. Vernon, Readfield, Wayne).

If the plan is rejected by one or more SAUs, but is accepted by SAUs representing at least 1200 resident pupils within all of the SAUs in the proposed region, as measured by the average of the most recent April and October resident pupil counts, then in such case the membership of the regional school unit shall include those SAUs that approved the plan; except that the Commissioner may determine the necessity for reapportionment pursuant to 20-A M.R.S.A. § 1475. The October 2006 student counts are as follows:

SAU	Pupil Count
CSD #10	785
Manchester	185
Mt. Vernon	130
Readfield	222
Wayne	78

In the event that the Commissioner determines that our proposed Regional School Unit shall have fewer than 2500, or if the result of the vote on the Reorganization Plan results in a Regional School Unit of less than 2500 students, we believe that the Commissioner should approve the proposed Regional School Unit and issue all necessary certificates because of:

- (a) Geography, including physical proximity and the size of the current school administrative unit;
- (b) Demographics, including student enrollment trends and the composition and nature of communities in the regional school unit;
- (c) Economics, including existing collaborations to be preserved or enhanced and opportunities to deliver commodities and services to be maximized;
- (d) Transportation;
- (e) Population density; or

(f) Other unique circumstances including the need to preserve existing or developing relationships, meet the needs of students, maximize educational opportunities for students and ensure equitable access to rigorous programs for all students.

**12) An estimate of the cost savings to be achieved by the formation of a regional school unit and how these savings will be achieved**

- a) This group of school systems has a history of working together and will have collectively reduced their budgets by more than \$200,000 for the 2008- 2009 school, the year prior to a combined RSU by:
- i) Moving to one full time Special Education Director
  - ii) Employing one Superintendent on a three day a week basis
  - iii) Reducing Building level Administrators in one system
  - iv) Reduction of several non-teaching positions
  - v) Combining and reassigning positions
  - vi) Transportation maintenance (done by Maranacook)
- b) As a new RSU is formed, the Regional Planning Committee has identified areas of potential cost savings as well as areas that may result in additional costs. Savings in the long term will be a result of the school unit's greater collective resources, economies of scale and larger student body.
- c) **For school years beginning in July 2009 through June 2012**

In the first year potential cost savings (estimates) are as follows:

Additional savings will occur as a result of	
Present sharing arrangements in Special Education	\$ 25,000
Group Purchasing and sharing of resources	\$ 15,000
Consolidation of bus runs (cost of one run)	\$ 35,000
Savings from Winthrop bus maintenance by Maranacook staff	½ hourly rate
Technology savings associated with State standardized software	\$ 10,000
Savings associated with energy audits	\$ 15,000
Total	<hr/> \$ 100,000

**d) Some additional cost areas known at this time:**

All present central office personnel will need to be employed through the first few years of the new RSU. Their workloads may be reallocated, but their positions will need to be retained as part of this new reorganization. Any longer term savings will be the result of identified

efficiencies through combined resources and economies of scale as the new RSU operates over several years. Present teaching staff has 65 staff with 25 years or more of service. Their combined impact on the budget this year represents \$3.7 million dollars and over time the hiring of a wider range of experienced staff and /or non- replacement because of greater efficient use of staff could be significant.

**e) Financial Penalties for Failing to Consolidate**

By state statute, any school district which fails to join an approved regional school district is subject to penalties. There are also specific penalties built into the school consolidation statutes, including system administration funding penalties and valuation-based penalties. For our schools, a table of those penalties is attached hereto as Exhibit 12.

**13) Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary.**

**a) Cost Sharing in Regional School Units**

The regional school unit may raise money, in addition to the required local contribution pursuant to Title 20-A, Section 15690, subsection 1 for educational purposes. The following local cost sharing formulas apply only to the amount, if any, of additional local funds and non-state funded debt service raised by the regional school unit. They do not apply to the required local contributions raised by each municipality pursuant to 20-A M.R.S.A. § 15688. The additional local costs of operating the regional school unit shall be shared among all the municipalities within the regional school unit on the basis of the following formulas:

- i) Costs associated with Grades K to 12 and other system-wide costs shall be shared as follows:
  - (1) 50% shall be shared on the basis of the fiscal capacity of each member municipality, calculated on a three-year rolling average; and
  - (2) 50% shall be shared on the basis of the number of resident pupils in each member municipality, calculated as of October 1 of each year utilizing a three-year rolling average.
- ii) Transitional cost formula. During the first three fiscal years, the following blend of allocation factors shall be used:
  - (1) 2008-2009 Percentage defined: Using the current amount raised in each SAU in the school year immediately prior to the year the RSU is formed for “additional local funds”, a percentage for each SAU of the total amount of “additional local

funds” will be established. This percentage will be applied to the total amount of “additional local funds” that are raised in the budget for the RSU in each of the first three years of operation, as applied below. In the first three years of operation, if the amount of “additional local funds exceeds the standard amount, the excess will be raised using the same percentage as for the standard amount.

- (2) The estimated percentage of additional local funds for each participating SAU (based upon the above formula) is:

<u>SAU</u>	<u>% of Allocation</u>
Manchester	33.94
MT. Vernon	17.43
Readfield	33.71
Wayne	14.92
Total “additional local funds”**	100%

\*\*Reflects 2008-09 amounts.

- (3) The formula to be applied during the first three years shall be as follows:

- (a) Year One (2009-2010) based solely upon 2008-2009 percentages;
- (b) Year Two (2010-2011) based  $\frac{2}{3}$ <sup>rd</sup> on 2008-2009 percentages and  $\frac{1}{3}$ <sup>rd</sup> on the formula set forth in paragraph (a)(i) above;
- (c) Year Three based  $\frac{1}{3}$ <sup>rd</sup> upon 2008-2009 percentages and  $\frac{2}{3}$ <sup>rd</sup> on the formula set forth in paragraph (a)(i) above.

- (4) Beginning in Year Four and beyond, the additional local funds in each of those years shall be shared based upon a calculation that is based on the formula set forth in Paragraph (a)(i), above. This cost sharing formula shall remain in effect unless changed by the RSU Board as described in the section entitled “Altering the Cost Sharing Agreement”.

#### **b) Amendments to Cost Sharing Formula**

Amendments to this cost sharing formula may incorporate any factor or combination of factors permitted by law in addition to or in lieu of fiscal capacity and resident pupils. The method of amending the cost sharing formula is as follows:

- i) If requested by a written petition of at least 10% of the number of voters voting in the last gubernatorial election within the regional school unit, or if approved by a majority of the full regional school unit board, the regional school unit board shall hold at least one meeting of municipal representatives to reconsider the method of

sharing costs. The region shall give at least 15 days' notice to each municipality comprising the region of any meeting.

- ii) Each member municipality must be represented at the meeting or meetings by three representatives: one chosen at large; one member of that municipality's local school board; and one member of the regional school unit board, all chosen by the municipal officers.
  - iii) Prior to the first meeting of municipal representatives the region shall engage the services of a facilitator. The facilitator shall:
    - (1) At the first meeting, review and present data and information pertaining to sharing of costs within the region. Pertinent information may include, but is not limited to, a description of the region's cost-sharing method, the elements involved in the calculation of each municipality's costs and a graphic depiction of the current and historic distribution of costs in the region.
    - (2) Solicit and prepare a balanced summary of the concerns of municipal officials, educators and the public about the current method of cost sharing; and
    - (3) Develop a plan of action for consideration by the municipal representatives that responds to the information collected and the concerns raised. The plan of action must include a list of expectations for the conduct of the parties, options for proceeding and an assessment of the likely success of those options.
  - iv) A change in the method of sharing costs may only be approved by a 75% or greater vote of the municipal representatives.
  - v) If a change in the cost-sharing method is approved by 75% or more of the municipal representatives, the change must be submitted to the voters at a referendum election. It becomes effective when approved by a majority of voters voting in the region in a referendum called and held for this purpose in accordance with sections 1501-1504 of Title 20-A.
  - vi) If approved at referendum, assessments made by the regional school unit board thereafter must be made in accordance with the new method of sharing costs.
  - vii) The secretary of the region shall notify the state board that the region has voted to change its method of sharing costs. The state board shall issue an amended certificate of organization showing this new method of sharing costs.
- c) **Election of initial board of directors**
- i) Within 30 days of the issuance of a certificate of organization for the regional school unit by the State Board of Education, the members of the school boards of the school



administrative units within the regional school unit shall conduct a joint meeting for the purpose of electing an interim secretary of the regional school unit and determining a date for the election of the initial board of directors of the regional school unit.

- ii) The interim secretary shall notify the municipal officers of the member municipalities of the regional school unit of the date of the election.
- iii) The election shall be conducted in accordance with Title 30-A Chapter 121 of the Maine Revised Statutes, as amended by Section 1473(2) of Chapter 103-A of Title 20-A of the Maine Revised Statutes, except that the election duties of the secretary and board of directors of the regional school unit shall be performed by the interim secretary. The duties of the interim secretary shall include:
  - (1) notification of the municipal officers of the date of the election;
  - (2) furnishing nomination papers at least 10 days before the deadline for filing nomination papers;
  - (3) receipt of completed nomination papers in accordance with 20-A M.R.S.A. § 1473;
  - (4) preparation and distribution of election ballots in accordance with 20-A M.R.S.A. §1473;
  - (5) receipt of town clerk's certification of the results of the voting in each member municipality;
  - (6) tabulation of the town clerk's certification of the results of the voting in each member municipality
  - (7) accepting any recount petitions that may be filed pursuant to 20-A M.R.S.A. §1473; and
  - (8) totaling the votes cast for each candidate and notifying the clerks in each municipality, the candidates, and the Commissioner of Education of the final results of the voting and the names and addresses of the persons elected as directors.
- iv) In accordance with 20-A M.R.S.A. § 1473(1), the clerk of each municipality within the regional school unit shall forward the name(s) and address(es) of the director(s) elected to represent that municipality to the State Board of Education with such other data with regard to their election as the State Board of Education may require. On receipt of the names and addresses of all of the directors, the State Board of Education shall set a time, place and date for the first meeting of the directors and

give notice to the directors in writing, sent by registered or certified mail, return receipt requested, to the address provided by the municipalities.

**d) Tuition Contracts and School Choice**

**i) Tuition Contracts**

There are no tuition contracts in existence as of the date of this Plan:

**ii) School Choice**

None of the communities offer school choice.

**e) Claims and Insurance**

As of November 15, 2008, the parties are not aware of any lawsuits, administrative complaints, due process proceedings, notices of claim and other claims.

**f) Vote to approve plan.**

Before submitting a reorganization plan to the Commissioner of Education the governing body of each school administrative unit shall adopt the following vote:

Vote to be Adopted by [School Committee/Board] to Submit Reorganization Plan to Commissioner:

VOTED: That the provisions included in the school reorganization plan prepared by the RSU Reorganization Planning Committee to reorganize the Town of Manchester (a municipal school unit), the Town of Mount Vernon (a municipal school unit), the Town of Readfield (a municipal school unit), the Town of Wayne (a municipal school unit) and Community School District 10 into a regional school unit with an operational date of July 1, 2009, are determined to be necessary within the meaning of Section XXXX-36(5)(M) and that the Superintendents of Schools be, and hereby are, authorized and directed to submit the school reorganization plan to the Commissioner of Education on behalf of this school administrative unit by December 1, 2008.

**g) School Closure Policy.**

- 1) The RSU School Board (the Board) recognizes the central role that a school can play in the social and economic health of a community. The purpose of this policy is to insure that any school closure proposal occurs in a reasonable and deliberate manner. The following policy prescribes the procedure to be followed for any school closure process before the matter may be brought to the full the RSU school board for a vote.
- 2) A school closure process should entail a lengthy and complete look at both the past and future. Therefore, this process shall take no less than two years and may indeed last for more than three years. Completion of the process shall provide necessary information to both the

RSU School Board and the communities within the RSU district allowing them to make the most informed decision possible.

- 3) A document shall be prepared by the Board that provides all of the following information before a vote by the Board is undertaken. A summary of this document (including the information in #1, #9 & #10 described below) shall be published in a public news medium that is distributed no less than weekly in each of the member towns. This summary shall include instructions for residents of member municipalities to obtain a copy of the full report at no cost. The full document shall be available on the RSU website no more than three business days after the official presentation to the RSU Board and Local School Committees (LSC).
- 4) The document must include:
  - a) A financial description of all operational costs of the school in question for the previous five years as well as for projected costs for the next five years. This shall be compared to the same information for all other schools within the RSU district.
  - b) A financial description of all the operational costs (both one-time and ongoing) of closing the school in question.
  - c) An analysis of the population of each the RSU school for the recent (3 year) past as well as projected into the next five years.
  - d) An investigation of other ideas for the use of the building or expansion of programs to assist in increasing the viability and operation of the school in question. Descriptions of all efforts, successful and unsuccessful, to create/expand/develop programs that would make the school more viable.
  - e) A review of all economic indicators that might affect the subject school's viability. This review should include such items as subdivision applications, home sales, business openings/closings, etc.
  - f) A description of past capital investments (and repairs) in all schools in the district as well as a thorough description of future investments (other than general repairs) necessary to keep all schools open and efficient.
  - g) A review of school attendance boundaries and the possibility of restructuring those boundaries that would utilize the school in question.
  - h) A plan for the provision of services to all students if the school were to close. These services include but are not limited to transportation, school choice, personnel issues, and special education requirements.

- i) A description of the financial implications to taxpayers in each of the four towns with and without the school closure.
- j) Community descriptors.
- k) A description of the student impact across the district.
- l) Dates and times of two (2) public hearings to be held after media publication of the summary and prior to the RSU 2/3 majority vote. One of these hearings must be held in the municipality that is home to the affected school. These public hearings may be incorporated in a regularly scheduled the RSU meeting provided that meeting meets all required notice of agenda and meeting date.
- m) Any changes in this policy must be reviewed and approved by a 2/3 majority vote of the RSU Board as well as approved by a majority vote of the voters voting in the referendum in each of the four towns within the RSU. No changes to this policy may be enacted during the first cycle of the RSU elected representatives. Changes may be proposed after the seating of second cycle elected representatives.
- n) In the event that the Board of Directors of the Regional School Unit votes to close an elementary school in a member municipality pursuant to 20-A M.R.S.A. §1512, or successor provision, and the voters of that member municipality vote to keep the school open pursuant to 20-A M.R.S.A. §1512(2) or successor provision, the cost sharing percentage of the member municipality paying the school retention expense shall be reduced by the percentage necessary to equal that expense and the cost sharing percentages of the other municipalities shall be adjusted proportionately to reflect that amount.

#### **14) Amendments to the RSU plan after adoption**

Except as described in Section 13 (cost sharing process and school closure), this plan may be amended by a majority of the RSU Board, subject to approval by the Commissioner of Education and ratification by a majority of voters in the RSU.

#### **15) Collaborative Agreements**

A school administrative unit may enter into collaborative agreements with other school administrative units and, whenever possible, with local and county governments and State Government, to achieve efficiencies and reduce costs in the delivery of administrative, instructional and non-instructional functions.

A collaborative agreement between 2 or more previous education units may remain in effect after July 1, 2009. Notwithstanding any other provision of law to the contrary, collaborative

agreements in existence on the effective date of this section may be extended or modified by the parties to the collaborative agreement.

Examples of prior collaborative efforts are set forth in Exhibit 15, annexed hereto.

### **STATE APPROVED ELEMENTARY & 6 - 12 DEBT & EQUIPMENT LEASE/PURCHASES**

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**Exhibit 6-B: Debts to be NOT Assumed by the RSU****ELEMENTARY LOCAL ONLY DEBT**

Name of SAU	Year Issued	Original Principal Amount	Asset Acquired, Constructed or Renovated	Principal Balance as of July 1, 2009	Final Maturity Date
Mt. Vernon	2000	299,000.00	Conversion of Leased Space/Construction-Local	41,774.64	4/1/2010
Mt. Vernon	2005	38,736.00	Revolving Renovation Bond/Building Repairs	7,747.20	8/1/2009
Readfield	2003	120,850.00	General Obligation Bond/Building Repairs	48,340.00	11/1/2012
Readfield	2006	9,097.00	Revolving Renovation Bond/Building Repairs	3,638.00	10/1/2010

[illegible]



[illegible]

### Exhibit 7-C: Other Contracts to be Assumed by RSU

SAU	Contracting Party	Type of Contract	Expiration Date
Union #42/CSD #10	Siemens Building Technologies	Building Maintenance	2012
Union #42/CSD #10	SPC/IKON	Copier Lease/Maintenance	2010
CSD #10	John Cushing	Snow plow/sanding	2011

Exhibit 12  
Fayette, Manchester, Mt. Vernon, Readfield, Wayne, Winthrop  
Estimated Penalties for Nonconforming School Administrative Units

School/Town	Average Pupil	Sys Admin Penalty	Valuation	Local Share Mill	Local Share Mill	Mill Rate Penalty	Total Penalty
Manchester Elementary	203.92	21,412	121,699,595	797,132	815,387	18,255	39,667
Mt. Vernon Elementary	138.82	14,576	89,758,680	587,919	601,383	13,464	28,040
Readfield Elementary	250.95	26,350	101,940,330	687,709	683,000	15,291	41,641
Wayne Elementary	83.05	8,720	75,120,500	492,039	503,307	11,268	19,988
Maranacook	862.9	90,605	500,780,895	3,280,115	3,355,232	75,117	165,722
Union #42/CSD #10 Total		161,662				133,395	295,057

## Exhibit 15: Examples of Collaboration

Examples of successful collaborative agreements by our respective schools with each other and our respective town governments include:

- a) Union #42/CSD #10 providing special education, food service and professional development services to Fayette.
- b) Union #42/CSD #10 providing bus maintenance services to Winthrop.
- c) RFP for banking services for the C.S.D., individual elementary schools, and Town Governments (successfully negotiated with Gardiner Savings Institution to come to Readfield to build a new branch in 2006).
- d) Employee Benefits Fair (fair invites major benefits vendors, health and wellness vendors, and financial planning vendors to meet with Maranacook Area Schools employees- the fair has been extended to all Town employees and school board members, 2004-2006).
- e) RFP for heating oil, propane and diesel for all Maranacook Area Schools, all Town facilities, and an employee discount program has been initiated each year
- f) Maranacook C.S.D. offers each Town vehicle the opportunity to gas up a diesel vehicle at the C.S.D.'s Bus Fuel Depot; all town employees (on the honor system) track their use and the C.S.D. bills the towns for their use; this significantly saves the towns dollars on their diesel fuel usage costs. Diesel also obtained through the above mentioned bid process.
- g) Summer, 2005: Manchester and Readfield Recreation Committees teamed up with the C.S.D. to provide a summer trip recreation program for Middle School students; 30

Middle School students participated in the program; the C.S.D. provided the school bus and driver at its cost. The program has continued through 2008.

- h) Town Clerks and Town Treasurers meet annually with the Central Office staff of the Maranacook School District to improve communications, get to know one another better, and find ways of helping one another in their job performance.
- i) All area town boards of selectmen, town managers, and school committee board chairs have been invited to an informational and strategy planning session at the Augusta Country Club in Manchester. We invited other town officials in surrounding towns to participate as well. Over 30 individuals participated in this first planning session (October, 2005). Several sessions have been held through 2008 and others are planned for the future.
- j) Area recreation committees were invited to an informational and strategy planning session to discuss the further of collaborative recreational programming. Readfield Recreation and Manchester Recreation committees met with the Superintendent and Vista Volunteer to discuss interests and next steps; with follow up meetings scheduled and individual calls made to each Town Recreation Committee, the local YMCA, the Winthrop YMCA, the State YMCA, and the Augusta Boys and Girls Club. The joint recreation programs continue to move forward.
- k) The Anthem Rewards Program extended to all municipal employees, Boards of Selectmen, as well as all school employees and school boards. This program is designed to increase the physical activity levels of adults and children, grades 8 to 12, and offers incentives.
- l) Town of Readfield and Maranacook Community School are collaborating on a Safe Routes to Schools Grant RFP, with letters of support offered by surrounding grant communities, which are looking for ways to tie in their own pedestrian systems with the project while collaboratively working with local property owners.
- m) The Town of Manchester and Manchester School Board collaborated on a beautification project that hopes to extend to safe travel and routes for elementary school students.
- n) Camp KV for Kids, Pine Tree Council Boy Scouts of America, Friends of Cobbossee Watershed, Kennebec Valley YMCA, Maranacook Area Schools, and towns within the school district are collaborating on increasing usage by students and families of summer camp property (1200' of shore frontage).
- o) The school district provided free space to local recreation commission in return for beautification of facility and work toward the development of an inter-local agreement for recreation.

- p) Towns and schools are exploring taking over local Lions' Club building and facilities to develop a community house (also would provide additional playing fields).
- q) Students at Maranacook, as part of a United Way Day of Caring, improved recreational facilities and sites in all four district communities.
- r) Town/school officials arranged and attended a joint Freedom of Information Act informational forum conducted by attorneys Drummond, Woodsum & MacMahon.
- s) Maranacook Schools and participating grant towns are jointly arranging engineering services through Siemens Energy Management, designed to find significant energy cost savings, to be financed in many cases by the savings generated by the energy improvements subsequently made in the buildings. Significant annual savings are anticipated with a short payback period envisioned.
- t) The Maranacook human resources director has reviewed each participating town's personnel policies and job descriptions, making recommendations for improvements that effect job efficiency and performance.
- u) Many municipal participants have taken advantage of the opportunity to jointly purchase paper supplies through Maranacook Schools, for significant cost savings.
- v) Maranacook and two towns have replaced photocopier equipment through a joint bid process that cut service costs by as much as half and provided significant equipment savings, while providing updated machines that provide better public service.
- w) RFP for auditing services for school and town governments has resulted in savings for those who chose to be part of the bid process.